

1 LEONARD TACHNER, A PROFESSIONAL LAW CORPORATION  
2 Leonard Tachner, Esq. (State Bar No. 058436)  
3 17961 Sky Park Circle, Suite 38-E  
Irvine, California 92614-6364  
(949) 752-8525 Telephone  
(949) 955-2415 Telefax  
4 Attorney for Plaintiff/Counterclaim-Defendant  
5

6 **UNITED STATES DISTRICT COURT**  
7 **CENTRAL DISTRICT OF CALIFORNIA**

9  
10 JAMES R. GLIDEWELL DENTAL  
CERAMICS, INC. DBA  
11 GLIDEWELL LABORATORIES, a  
California corporation,

12 Plaintiff

13 vs.  
14 KEATING DENTAL ARTS, INC., a  
15 California corporation,

16 Defendant.

18 KEATING DENTAL ARTS, INC., a  
19 California corporation,

20 Counterclaim-Plaintiff,

21 vs.  
22 JAMES R. GLIDEWELL DENTAL  
CERAMICS, INC., DBA  
23 GLIDEWELL LABORATORIES, a  
California corporation, and  
24 DOES 1 THROUGH 5, inclusive,

25 Counterclaim-Defendants.)

Case No. SACV11-01309-DOC(ANx)

**PLAINTIFF'S/COUNTERCLAIM-  
DEFENDANT RESPONSES TO  
DEFENDANT'S THIRD SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS( NOS. 50 - 54)**

27 Plaintiff Glidewell Laboratories hereby responds to Defendant Keating  
28 Dental Arts, Inc. Third Set of Requests for Production as follows:

1                   **GLIDEWELL LABORATORIES PRELIMINARY STATEMENT**

2

3                   Glidewell Laboratories has not completed its investigation relating to  
4 this action, has not completed discovery in this action, and has not completed  
5 preparation for trial. As discovery proceeds, facts, information, evidence,  
6 documents and things may be discovered that are not set forth in these  
7 Responses, but which might have been responsive to Keating Dental Arts,  
8 Inc.'s Requests. The following Responses are based on Glidewell  
9 Laboratories knowledge, information, and belief at this time, and are complete  
10 as to Glidewell Laboratories best knowledge at this time. These responses  
11 were prepared based on Glidewell Laboratories good faith interpretation and  
12 understanding of the individual Requests and are subject to correction of  
13 inadvertent errors or omissions, if any. These Responses are provided without  
14 prejudice to subsequent revision or supplementation based upon any  
15 information, evidence, and/or documentation that hereinafter may be  
16 discovered. Glidewell Laboratories reserves the right to refer to, conduct  
17 discovery with reference to, or offer into evidence at the time of trial, any  
18 facts, evidence, documents and things developed during the course of  
19 discovery and trial preparation, notwithstanding the reference to facts,  
20 evidence, documents and things in these Responses.

21                   To the extent that any Request seeks documents and communications  
22 that are also sought by or identified pursuant to any other Request, Glidewell  
23 Laboratories declines to produce or identify multiple copies of such  
24 documents and communications, and states that each document and  
25 communication produced or identified pursuant to any Request is also  
26 produced and identified pursuant to every other Request to which it is or may  
27 be responsive.

1           To the extent that any Request seeks documents and communications  
2 that are protected by the attorney-client privilege, attorney work product  
3 doctrine, or any other applicable privilege or immunity, Glidewell  
4 Laboratories declines to produce such documents and communications, which  
5 would include, without limitation:

6           1. All documents and communications that constitute or record  
7 correspondence or other communications between counsel for  
8 Glidewell Laboratories, or its agents and employees, and Glidewell  
9 Laboratories, or its agents and employees, regarding this action;  
10          2. All documents and communications prepared for use in this  
11 litigation, including, but not limited to, notes, memoranda, draft  
12 pleadings, and correspondence prepared by, at the direction of, or for  
13 review by counsel for Glidewell Laboratories; and  
14          3. All documents and communications that constitute or record  
15 correspondence or other communications between Glidewell  
16 Laboratories and counsel for Glidewell Laboratories.

17

18 **GLIDEWELL LABORATORIES GENERAL OBJECTIONS TO**  
19 **KEATING DENTAL ARTS, INC.'S REQUESTS FOR PRODUCTION**

20

21           Glidewell Laboratories objects to Keating Dental Arts Inc.'s Requests in  
22 their entirety to the extent that they seek documents and communications that  
23 are not relevant to the subject matter of this litigation and are not reasonably  
24 calculate to lead to the discovery of admissible evidence. Glidewell  
25 Laboratories further objects to this Request as calling for the production of  
26 privileged, work-product protected, or otherwise non-discoverable  
27 information. No such information will be produced. By agreeing to search for  
28

1 or produce responsive information, or by producing responsive information,  
 2 Glidewell Laboratories does not admit competence, relevance, materiality, or  
 3 admissibility of such information or the information contained therein.  
 4 Glidewell Laboratories specifically reserves its rights to object to the use of  
 5 such information on any grounds, including irrelevance and/or inadmissibility.  
 6 Glidewell Laboratories' responses are made subject to and without waiving  
 7 any objections as to competence, relevance, materiality, or admissibility.

8 Glidewell Laboratories objects to Keating Dental Arts Inc.'s Request in  
 9 its entirety to the extent that it calls for the production of documents that are  
 10 protected from disclosure by attorney-client privilege and/or attorney work  
 11 product doctrine, and/or any other applicable privilege or immunity.

12 Glidewell Laboratories objects to Keating Dental Arts Inc.'s Request in  
 13 its entirety to the extent that it is overly broad and unduly burdensome.

14 Glidewell Laboratories reserves the right to amend or supplement its  
 15 responses to Keating Dental Arts Inc.'s Request with additional information  
 16 pursuant to continuing discovery.

17 Glidewell Laboratories objects to Keating Dental Arts Inc.'s Requests in  
 18 their entirety to the extent that they seek private, privileged, and/or  
 19 confidential commercial, financial, and/or proprietary business information.

20 Glidewell Laboratories objects to Keating Dental Arts Inc.'s Requests in  
 21 their entirety to the extent that they seek documents and communications, the  
 22 disclosure of which would constitute an unwarranted invasion of the affected  
 23 persons' constitutional, statutory, and/or common law rights of privacy and  
 24 confidentiality.

25 Glidewell Laboratories objects to Keating Dental Arts Inc.'s Request in  
 26 its entirety, as well as each Request and concomitant definition and  
 27 instruction, as unduly burdensome and oppressive, to the extent each Request  
 28

1 and concomitant definition and instruction purports to required Glidewell  
2 Laboratories to identify all documents and communications related to a  
3 particular topic or issue.

4 Glidewell Laboratories objects to the definition of "YOU", "YOUR",  
5 "PLAINTIFF" as overly broad, unduly burdensome, vague and ambiguous,  
6 and oppressive, and because it imposes burdens on Glidewell Laboratories  
7 beyond those required by the Federal Rules to the extent it would require  
8 Glidewell Laboratories to search for and produce documents that are not  
9 within its possession, custody, or control.

10 Glidewell Laboratories objects to Keating Dental Arts Inc.'s Request in  
11 its entirety, as well as each Request, to the extent it calls for information that  
12 "refer[s]" or "relate[s]" or "constitute[s]" or "concern[s]" or "support[s]" or  
13 "dispute[s]" or reflect[s]" or is "relevant to" or is "related to" a particular topic  
14 on the ground that gathering all documents containing any reference of  
15 relationship to a particular topic is unduly burdensome and out of proportion  
16 to the documents' potential relevance.

17 All General Objections are incorporated by reference into each  
18 Response as though set forth fully therein.  
19  
20

21 **PLAINTIFF'S COUNTERCLAIM-DEFENDANT RESPONSES**  
22 **TO DEFENDANT'S THIRD SET OF REQUESTS FOR**  
23 **PRODUCTION OF DOCUMENTS (NOS. 50-54)**

24  
25 **REQUEST FOR PRODUCTION NO. 50:**

26 A representative copy of all variations or versions of the forms of which  
27 Glidewell uses or provides to dentists or labs for ordering Glidewell products  
28

1 including, but not limited to, any prescription or order forms for ordering a  
2 BRUXZIR product.

3

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

5 Served previously.

6

7 **REQUEST FOR PRODUCTION NO. 51:**

8 All documents showing orders placed for a BRUXZIR product in which  
9 BRUXZIR is spelled in any way other than BRUXZIR including, but not  
10 limited to, bruxer, brux, bruxir, and/or bruxer without regard to typos or lower  
11 case letters.

12

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

14 Objection – Overly burdensome – there are at least a million orders for  
15 BRUXZIR products and it would be impractical to manually examine each  
16 one for misspellings.

17

18 **REQUEST FOR PRODUCTION NO. 52:**

19 All documents referring or relating to Glidewell's sales of BRUXZIR  
20 products.

21

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52:**

23 Objection – Overly broad and unduly burdensome as noted in response  
24 to Request No. 51. Summary documents showing extent of sales have  
25 previously been served.

## **REQUEST FOR PRODUCTION NO. 53:**

All documents referring or relating to Glidewell's damages claims.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

None other than Keating orders from dentists seeking BRUXZIR  
Crowns from Defendant. These documents are in Defendant's possession.

**REQUEST FOR PRODUCTION NO. 54:**

All documents and things referring to all third party use of the marks  
BRUX or BRUXER and Glidewell's knowledge of such use.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

Previously served.

~~Respectfully submitted,~~

Leonard Tachner  
Attorney for the Plaintiff/Counterclaim-Defendant  
17961 Sky Park Circle  
Suite 38-E  
Irvine, California 92614

Dated: October 15, 2012

(949) 752-8525 Telephone  
(949) 955-2415 Telefax

PROOF OF SERVICE

I am a resident of the state of California, I am over the age of 18 years, and I am not a party to this lawsuit. My business address is 17961 Sky Park Circle, Suite 38-E, Irvine, California 92614. On October 15, 2012, I served the following document(s) in the manner indicated:

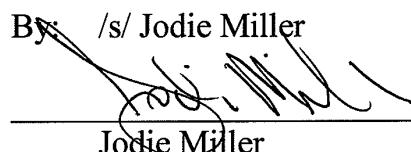
1. PLAINTIFF'S/COUNTERCLAIM-DEFENDANT RESPONSES  
TO DEFENDANT'S THIRD SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS (NOS. 50-54)

- via electronic means by the Court's electronic filing system CM/ECF.
- by placing the document(s) listed above in a sealed envelope to the person at the address set forth below by postage prepaid United States First Class United States mail on the same date set out below.

Lynda J. Zadra-Symes  
Jeffrey L. Van Hoosier  
Knobbe, Martens, Olson & Bear, LLP  
2040 Main Street, Fourteenth Floor  
Irvine, CA 92614

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed October 15, 2012 at Irvine, California.

By: /s/ Jodie Miller  
  
Jodie Miller

RECEIVED  
U.S. DISTRICT COURT  
CLERK'S OFFICE  
IRVINE, CALIFORNIA

Case No.: SACV11-01309-DOC(ANx)  
CERTIFICATE OF SERVICE